

MARCH OF DIMES FOUNDATION CHAPTER GRANT AGREEMENT

(For use with March of Dimes Chapter Grants)

Grantor (March of Dimes Chapter): TN, Memphis Division **Contact Person:** Valencia Nelson
Address: 2175 Business Center Dr, #7 Memphis, TN, 38134 **Phone #:** (901) 901-385-8580
Grantee: (Organization): Shelby County Government thru MSCHD **Contact Person:** Calondra Tibbs
Address: 160 N. Main Street, Memphis, TN 38103 **Phone #:** (901) 544-7658
Grant Award: \$ 12,036.00 **Grant Period:** Feb. 15, 2010 to Feb. 15, 2011
Project Name and General Description: MSCHD Healthy Start Initiative Cradles of Love Project – Back to Sleep
Education and provision of safe cradles for families at risk for SIDS

Congratulations on your Grant Award! We have listed below specific guidelines all March of Dimes Grant Award recipients must follow. The award of grant funds for your project (the "Project") is contingent upon your agreement to comply with these guidelines:

- Grant Announcement and Publicity.** Grantee (or "you") must submit a press release announcing the receipt and purpose of the Grant Award (the "Grant") to the March of Dimes Chapter (the "Chapter", "we" or "us") for our review and approval. Our communications staff will assist you in developing a suitable press release and will make recommendations to you for its distribution. You may be requested to attend a photo session for presentation of the Grant Award. We may request you or representatives of the Project to participate as speakers at March of Dimes events, such as fundraisers, educational conferences, press conferences, March for Babies promotions, volunteer leadership meetings, etc. Participation is not mandatory.
- Grant Application.** The Grant Application and supporting documentation that you submitted to the March of Dimes is the basis for your Grant and is incorporated by reference into this Grant Agreement.
- Payment and Audit.** You will receive 100 % of your Grant on or before ; and the other % of your Grant after our approval of your 6-month progress report. You agree to use the Grant for the Project described in the Grant Application unless prior written approval is received from our Program Service Committee. We may review or audit any charges to the Project related to the Grant and may require you to refund the Grant if you improperly expend any portion of the Grant. Also, we may require you to refund the Grant if you fail to fulfill mutually agreed upon Project objectives or promises you have made in this Agreement.
- Reporting.** You will give us at least two written progress and expenditure reports summarizing the Project's progress and expenses, and evaluating its overall success. You will give us additional reports that we reasonably request. You agree to cooperate with us in connection with the Project. We may make visits to your site, but you will be contacted in advance to schedule visits.
- Materials Development, Ownership and Licensing.** All rights, title and interest in materials ("Works") developed under this Grant shall be owned by you. You hereby grant to the March of Dimes a royalty free irrevocable world-wide license in perpetuity to reproduce, publish or otherwise use and authorize others to use the Works created under this Grant. **[Grantees developing public or professional education products or other materials with support from this Grant must submit copies of those Work(s) to the Chapter for review and approval prior to their final production and distribution.]** You will give us credit on all Works developed under this Grant. The credit you are required to give us must say "Funded by a Community Grant from the March of Dimes". All Works consisting of medical, or educational materials developed under the Grant also must be imprinted with a disclaimer that says: "This material is for information purposes only and does not constitute medical advice. The opinions expressed in this material are those of the author(s) and do not necessarily reflect the views of the March of Dimes".

6. **Academic and Professional Publication Rights and Credits.** Each of us may exercise publication rights and privileges in connection with professional or academic papers or other writings it may develop in connection with the Works, project activities, findings and data relating to this Grant. The one of us who publishes will give the other a credit for the other's contribution on any such publication.
7. **Trademarks.** Except as provided under Paragraphs 5 and 6 above, neither of us may use the other's name, logo, project (or program name), or any of its other trademarks (or service marks) without first obtaining the other's written approval.
8. **Directive Advice.** You agree not to give directive advice concerning abortion, as part of a March of Dimes funded Project.
9. **Insurance and Compliance.** You promise to maintain insurance coverage in an amount that is not less than the coverage customarily maintained by someone engaged your activities. You also promise to comply with all laws and regulations that apply to you and the project, and pay all of your own license fees and taxes. Each of us agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and its privacy rules and all other laws regulating patient privacy and other patient rights. We will cooperate with each other in complying with these rules and regulations.
10. **Indemnification.** To the maximum extent permitted by law, you agree to indemnify and hold us and all of our officers, directors, employees, and [Trustees] harmless from and against all liability, damage or expense (including reasonable attorneys' fees) which we may incur as a result of your acts or omissions, or those of any of your employees, consultants, contractors or agents, in connection with the Project or any breach by you this Agreement.
11. **Assignment.** Except as expressly permitted under the Grant Application, you shall not assign this Grant Agreement or subcontract work in connection with the Project without our prior written approval. All permitted subcontract agreements entered into between you and any subcontractor in connection with this Grant must obligate the subcontractor to comply with the terms of the Grant Agreement and act in a manner consistent with the Grant Application.
12. **Defunding, Termination and Survival.** Your Grant is subject to the availability of funding and we may terminate or modify your Grant if funding is discontinued or reduced. This Grant Agreement also may be terminated by us if you improperly expend funds that you are provided under this Grant Agreement or you fail to fulfill mutually agreed upon Project objectives or promises. We also may terminate this Grant Agreement if there are adverse changes in your business circumstances, capacity, fiscal stability, or if any Grant related applications, forms or other documentation have been falsified. If this Grant Agreement is terminated, you will promptly return to us a total amount equal to all improperly expended funds plus all unexpended funds. Paragraphs 3, 5, 6 and 10 shall survive the term of this Grant Agreement.
13. **Headings.** The headings used in this Grant Agreement are for convenience only and are not intended to have any legal effect.
14. **Entire Agreement.** This Grant Agreement is the entire agreement between us and may be modified only in a written document that has been signed by both of us.

READ AND AGREED TO:

Grantor: March of Dimes Foundation

By: 
State Director

Leslie Ladd

Please Print Name and Title

Dated: 1/26/10, 200X

Grantee (Organization): Shelby County Gov't thru MSCHD

By: _____
Signature

Joe Ford, Mayor

Please Print Name and Title

Dated: _____, 2010

Federal I.D. No.: 626000841 _____